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~~Attorneys at Law~~  
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~~One New Hampshire Avenue~~  
~~Portsmouth, NH 03801-2904~~

050437

THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE NEW  
HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, I

### CONSERVATION EASEMENT DEED

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 31st day of July, 2007, by Soft Draw Investments, LLC d/b/a The Golf Club of New England, P.O. Box 424, Stratham, County of Rockingham, State of New Hampshire (hereinafter referred to as the "Grantor," which includes the plural of the word where the context requires, and shall unless the context clearly indicates otherwise, include the Grantor's successors and assigns), for consideration paid and with WARRANTY covenants, in favor of the **Rockingham County Conservation District**, duly organized as a political subdivision of the State of New Hampshire, with a principal place of business at 110 North Road, Brentwood, New Hampshire, 03833-6614, contributions to which are deductible for federal income tax purposes pursuant to the U.S. Internal Revenue Code, (hereinafter referred to as the "Grantee," which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns) and, subject to the terms identified in Section 11 below, an Executory Interest in said Conservation Easement Deed in favor of the **State of New Hampshire Department of Environmental Services**, with a principal place of business at 29 Hazen Drive, Concord, State of New Hampshire (hereinafter referred to as the "Executory Interest Holder", which words shall include the Executory Interest Holder's legal representatives, successors and assigns).

### WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of certain real property in the Towns of Stratham and Greenland, County of Rockingham, State of New Hampshire, conveyed to the Grantor by The Golf Club of New England, Inc., a New Hampshire voluntary corporation, by warranty deed dated August 30, 2004, and recorded at the Rockingham County Registry of Deeds at Book 4356, Page 0351, (the "Property") which Property includes a golf course (the "Golf Course") and which Property also includes property more particularly shown as an easement area on a plan prepared by Ames MSC, entitled "Conservation Easement Plan The Golf Club of New England" (sheets 1 through 10) ("CE Plan"), to be recorded herewith at the Rockingham County Registry of Deeds (the "Easement Property") and is described more particularly in Appendix A to this Conservation Easement Deed; and

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ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

WHEREAS, the Easement Property possesses certain natural, open space, conservation, riparian, habitat, water quality, and wetland values (hereinafter referred to as "Conservation Values"); and

WHEREAS, it is of great importance to the Grantor, the people of Rockingham County and the people of the State of New Hampshire that certain of these Conservation Values be protected, both to preserve them for their intrinsic worth and as mitigation for wetlands impacts on other areas of the Property; and

WHEREAS, it is of particular importance that certain riparian buffers and wetland resources on the Easement Property associated with the Winnicut River be protected; and

WHEREAS, the Grantor intends that certain Conservation Values of the Easement Property be maintained including, without limitation, those relating to wildlife habitat, wetland functions, water quality, protection of riparian areas, and conservation of native plant and animal species and natural communities; and

WHEREAS, the Grantor intends, as owner of the Easement Property, to convey to the Grantee the right to preserve and protect such Conservation Values of the Easement Property in perpetuity; and

WHEREAS, the Grantee agrees by accepting this grant to be bound by and to observe and enforce the provisions hereof and assume the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this grant is delivered, for the benefit of this generation and the generations to come;

WHEREAS, these purposes are consistent with New Hampshire RSA 79-A, which states, "It is hereby declared to be in the public interest to encourage the preservation of open spaces, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, agricultural and wildlife resources."

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of New Hampshire and in particular New Hampshire RSA 477:45-47, the Grantor hereby voluntarily grants and conveys to the Grantee a conservation easement in perpetuity over the Easement Property of the nature and character and to the extent hereinafter set forth (the "Easement").

1. **CONSERVATION PURPOSES**

- A. The Easement hereby granted is granted pursuant to RSA 477:45-47, exclusively for the following Conservation Purposes:

- i. To protect the natural ecosystem of the Easement Property.
- ii. To protect wildlife habitat, riparian areas, and watersheds.
- iii. To ensure the preservation and conservation of open spaces.
- iv. To protect the undeveloped water frontage along the Winnicut River upon which the Easement Property fronts.

## 2. USE LIMITATIONS – EASEMENT AREAS

Subject to the other provisions of this Conservation Easement Deed, including, without limitation, the reserved rights specified in Section 3 hereof, the following use limitations are imposed within the Easement Property:

- A. The Easement Property shall be maintained in perpetuity as open space land, free from industrial or commercial activities. "Open space land" is defined in accordance with RSA 79-B:2, VII as farm land, forest land, or unproductive land (including wetlands), as those terms are further defined in RSA 79-A:2 ("Open Space Land").
- B. The Easement Property shall not be subdivided.
- C. No structure, improvement, or alteration of any kind (including but not limited to a dwelling, any portion of a subsurface waste-water treatment and disposal system, mobile home, utility tower, or wireless communication facility), shall be permitted unless otherwise allowed by this deed. Notwithstanding the foregoing, existing structures and improvements (including, without limitation, utilities, water lines, wells, pathways, roads, fences, culverts, and swales) depicted on the CE Plan, including those related to the Golf Course ("Golf Course Structures"), are deemed allowed within the Easement Property, and they may be used for their intended functions.
- D. Except for spoil from a maintenance dredge of the "E1 Pond" as referenced in Section 3 A of this Conservation Easement Deed, no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be permitted on the Easement Property, except as is consistent with the conservation purposes of this Conservation Easement Deed, provided, however, that all necessary federal, state and local permit approvals are first secured.
- E. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Easement Property, except for spoil from a maintenance dredge of the "E1 Pond" as referenced in Section 3 A of this Conservation Easement Deed.
- F. There shall be no dumping, injection, burning, storage or burial of soil, loam, gravel, trash, ashes, garbage, waste or other man-made materials, or materials known to be environmentally hazardous, or snow from municipal plowing on the Easement Property.

- G. There shall be no outdoor advertising structures such as signs and billboards displayed on the Easement Property, except as desirable or necessary in the accomplishment of the forestry, conservation, or other Open Space Land uses of the Easement Property, subject to Grantee approval, which approval shall not be unreasonably withheld.
- H. There shall be no motorized vehicle use on the Easement Property, except where such use is incidental to the use of the Golf Course (including, without limitation, tournament play) and takes place on cart paths and bridges that currently exist or are constructed in accordance with Appendix B.
- I. There shall be no removal, destruction or cutting of trees, shrubs or plants, and no introduction of non-native animals or plants on the Easement Property, unless agreed upon by both the Grantor and Grantee.
- J. The production, storage, spraying (including night spraying) and spreading of pesticides, compost, manure, or other fertilizer under sound agricultural practices, or the storage of pesticides are permitted in accordance with any and all label requirements and with state and federal regulations. Neither the Grantee nor the Executory Interest Holder shall impose pesticide storage and application regulations, or have oversight or monitoring responsibilities imposed by this Conservation Easement Deed concerning pesticide storage, beyond the applicable state and federal regulations.

Nothing in this Section 2 shall be construed to have prohibited or to require remediation of disturbances within the Easement Property that were authorized by Permit No. 20000-2888 issued by the Department of the Army, New England District, Corps of Engineers, dated June 28, 2001, and performed pursuant thereto.

### 3. GRANTOR'S RESERVED RIGHTS

The Grantor hereby reserves the following rights within the Easement Property:

- A. To access, utilize, maintain, repair or replace in kind, using standard practices, existing structures and improvements, as shown on the CE Plan, such as stonewalls, boardwalks, cart paths, internal roads, power and irrigation lines, the "E1 Pond," monitoring wells, and water supply facilities, and to pass and repass on foot for recreational purposes. All areas in the Conservation Easement Area disturbed by the Grantor shall be restored and returned to their original condition to the extent reasonably possible.
- B. To install and maintain additional wells and underground utilities (such as electric, natural gas, or water supply) if reasonably necessary for continued maintenance of the Golf Course, subject to Grantee approval, which approval shall not be unreasonably withheld.
- C. To remove the existing culvert crossing Marsh Brook for the gravel road allowing access to the clubhouse leachfields as shown on the CE Plan and replace it with a box culvert, if and as required by the NH Department of Environmental Services and the U.S. Army Corps of Engineers.



- D. To establish, access, maintain, repair or replace mitigation areas and measures (including in-kind planted mitigation areas as shown on the CE Plan) in accordance with local, state and federal permits and approvals.
- E. To breach or remove beaver dams in accordance with local, state and federal rules.
- F. To post against trespassing, including trespassing with vehicles, motorized or otherwise, and to prohibit hunting, provided that any such posting shall not be inconsistent with reasonable public access to the Winnicut River for angling as specified in Section 6.B of this Conservation Easement Deed.
- G. To erect barriers to deter trespassers with the approval of Grantee.
- H. Within the Easement Property along Marsh Brook as depicted on the CE Plan, existing bridges and their approaches over Marsh Brook may be modified or constructed:
  - i in accordance with the Installation Procedures set forth in Appendix B; and/or
  - ii in accordance with specifications set forth in any permit or permit amendment authorizing any such modification obtained from the U.S. Army Corps of Engineers; and
- I. Within the Easement Property along Marsh Brook as depicted on the CE Plan, the Grantor may, at its option, plant low shrubs and/or herbaceous species and remove woody vegetation so long as such removal is accomplished in such a manner as not to disturb the soil surface and the root systems from such woody vegetation is left in place.
- J. Grantor hereby agrees to submit notice to the Grantee in writing at least 30 days prior to its exercise of the reserved rights described in Section 3 B, 3 C, and 3 H above. Despite this provision, if the Grantor believes a condition exists requiring emergency action the Grantor may request verbal approval from the Grantee to conduct the emergency action in lieu of providing the prior written notice required by this Section 3 J. The Grantee shall not unreasonably withhold such an approval. The Grantor shall memorialize the emergency request, and the Grantee shall memorialize the approval, in writing in a timely manner.
- K. Notwithstanding anything to the contrary in this Conservation Easement Deed, the Easement confers no rights upon the Grantee or any other person with respect to activity conducted on, or the condition of, all or any portion of the remainder of the property outside the Easement Property, including any such lawful activities or conditions that affect the Easement Property directly or indirectly. This provision shall not prevent the Grantee from exercising its legal or equitable rights pursuant to this Conservation Easement Deed concerning any injury to or detrimental impact upon the Easement Property resulting from any act by the Grantor on all or any portion of the Grantor's Property outside the Easement Area.

#### 4. GRANTOR RESPONSIBILITIES

- A. Grantor agrees that within 90 days of the execution of this Conservation Easement Deed it will prepare and submit a management plan to Grantee for the control of multiflora rose (*Rosa multiflora*), autumn olive (*Elaeagnus umbellata*), and buckthorn (*Rhamnus spp.*) within the Easement Property. The management plan will be subject to Grantee's approval which shall not be unreasonably withheld.
- B. Grantor agrees to obtain all required local, state and federal permits and approvals for any plans related to its reserved rights prior to construction, and agrees to provide, when necessary, an appropriate restoration plan to redress any collateral impacts to the Easement Property caused by such construction to the extent possible using reasonable measures.
- C. The Grantor shall notify the Grantee in writing at least 10 days before transfer of title of the Easement Property or of any change of ownership. Grantee agrees to keep any such notification confidential unless Grantor consents in writing to Grantee's disclosure of the notification to any third party. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which such a transfer or division of ownership is executed. Grantor's failure to so incorporate this Easement in any such instrument shall not impair the validity of this Easement or limit its enforceability in any way. Grantor shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property. Failure to comply with this paragraph shall not impair the validity or enforceability of this Easement: NOTICE: This Property is Subject To a Conservation Easement recorded in [insert in the notice the book and page references, county(ies) and date of recording].
- D. Grantor agrees to pay an amount of Twenty Thousand Dollars as a Stewardship Fee to be paid at the recordation of the Conservation Easement Deed.

#### 5. BENEFITS AND BURDENS

- A. Consistent with RSA 477:45-47, the burden of this Conservation Easement Deed shall run with the Easement Property and shall be enforceable against all future owners and tenants of the Easement Property in perpetuity.
- B. Consistent with RSA 477:45-47, the benefits of this Conservation Easement Deed shall not be appurtenant to any land in particular, but shall be in gross and, subject to the Grantor's prior approval, assignable or transferable, but only to a governmental unit within the meaning of Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall be bound by the terms of this Easement.

#### 6. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee, with notice to the Grantor, shall have reasonable access to the Easement Property and all of its parts from the public roads now or formerly known as Winnicut Road and Arnold Palmer Drive as shown on the CE Plan, for inspections as necessary to determine compliance, to enforce this Easement, to exercise the affirmative rights conveyed by this Section 6, and to fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. The public shall have access to the Winnicut River corridor portion of the Easement Property for fishing purposes via the designated access point shown on the CE Plan. The Grantee may post against such access or otherwise restrict such access in the public interest, provided this is done with the approval of state and federal regulatory agencies.
- C. The Grantee shall have the right to post signs on the Easement Property identifying it as land protected for Open Space Land conservation, as long as this is done with the approval of the Grantor and in accordance with local, state and federal permits and approvals.

#### **7. INDEMNIFICATION, TAXES, MAINTENANCE**

- A. The Grantor hereby indemnifies the Grantee and holds the Grantee harmless from and against any and all loss, cost, damage, or expense of every kind and nature including, without limitation, court costs, expenses and reasonable attorney's fees arising out of there being found on the Easement Property, whether originating on or off the Easement Property, hazardous material or petroleum product (collectively, "Contamination"), whether past, present, or future except to the extent caused by the negligent acts or omissions of the Grantee, or its employees or agents, and provided that the Grantee provides the Grantor with prompt written notice, not to exceed ten (10) days, of (i) the discovery of any such Contamination or (ii) the receipt of any claim, complaint, or other papers commencing or threatening the commencement of a legal proceeding arising from or related to Contamination, to permit the Grantor to mitigate the loss, cost, damage, or expense arising from any such Contamination and to assume the defense of any such legal proceeding.
- B. The Grantee shall be under no obligation to maintain the Easement Property or pay any taxes or assessments thereon.

#### **8. BREACH OF EASEMENT**

- A. When the Grantee determines that any of the terms of this Conservation Easement Deed have been breached by Grantor, it shall notify the Grantor of the breach in writing, delivered by hand or certified mail, return receipt requested. Notwithstanding the foregoing, if Grantee, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant detriment to the Easement Property, or the Conservation Purposes under this Conservation Easement Deed, Grantee may pursue its remedies under this Section 8 without prior notice to Grantor or without waiting for any period for cure described below in Section 8 B to expire.

- B. The Grantor shall have a reasonable period of time after receipt of the notice to undertake actions, including restorations, terminating conduct and repairing any damage, or other activities reasonably calculated to cure the conditions constituting the breach. The Grantor must promptly notify the Grantee of the corrective actions it proposes by hand delivery or certified mail, return receipt requested.
- C. If the Grantor fails to undertake such proper action under the preceding Section, the Grantee or its successors and assigns, may, at its discretion, undertake any actions that are reasonably necessary to: (1) cure the breach or terminate such conduct; and/or (2) to repair and/or restore any damage; and/or (3) to obtain judicial enforcement of the terms of this Conservation Easement Deed with respect to such breach, or to terminate such conduct. If the Grantee elects to undertake any of the above actions in this Paragraph, and it is determined that the Grantor is directly responsible for the breach, then the reasonable cost of the curative measures, including Grantee's reasonable expenses, court costs and legal fees shall be paid by the Grantor. If the Grantee elects not to undertake any of the above actions in this Paragraph, any such forbearance by the Grantee to exercise its rights under this Conservation Easement Deed in the event of any breach of any term of this Conservation Easement Deed by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement Deed or of any of the Grantee's rights under this Conservation Easement Deed.
- D. Nothing contained in this Conservation Easement Deed shall entitle the Grantee to bring any action against the Grantor for any injury to or change in the Easement Property resulting from causes beyond the Grantor's control, including but not limited to unauthorized actions by third parties and natural disasters such as fire, flood, storm and earth movement.
- E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for actions detrimental to the Conservation Purposes of this Conservation Easement Deed.
- F. The State of New Hampshire shall have standing to (i) exercise the Grantee's rights under this Section or (ii) seek mandamus or other relief against the Grantee to compel the Grantee to exercise its rights under this Section, in the event the Grantee has not taken steps necessary under this Section to adequately preserve and protect the Conservation Purposes of this Conservation Easement Deed.

## 9. CONDEMNATION AND VALUATION OF EASEMENT

- A. This Easement constitutes a real property interest immediately vested in Grantee, which the parties stipulate to have a fair market value determined at any given time by multiplying the fair market value of the Easement Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by a fraction (the "Ratio"), the numerator of which is the value of the Easement at the time of this grant and the denominator of which is the value of the Easement Property, without deduction for the value of the Easement, at the time of this grant. The values used to establish the Ratio at the time of this grant shall be

those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code. If an appraisal of the Easement Property has been prepared for federal income tax purposes by a qualified appraiser within one year before the date of this Easement, this appraisal shall be submitted to the Grantee and the value of the Grantee's interest shall be determined by this appraisal.

- B. Whenever all or part of the Easement Property is taken in the lawful exercise of eminent domain so as to abrogate this Easement in whole or in part, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered. The Grantee shall use its share of the proceeds in a manner consistent with the conservation of land and natural resources.
- C. The balance of the damages (the "Balance") recovered shall be apportioned between the Grantor and the Grantee as follows. The amount payable to the Grantee shall be the product of the Balance and the Ratio. The remainder of the Balance shall be payable to the Grantor. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantor or Grantee) who made the improvements.

#### **10. ALTERNATIVE DISPUTE RESOLUTION**

- A. The Grantor and the Grantee desire that issues arising from time to time concerning prospective uses or activities in light of the Conservation Purposes of the Conservation Easement Deed will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore the Grantor and the Grantee agree that if a party becomes concerned about the consistency of any proposed use or activity with the purpose(s) of this Easement, wherever reasonably possible, the concerned party shall notify the other party of the perceived or potential problem, and explore the possibility of reaching an agreeable resolution.
- B. If informal dialogue does not resolve the issue, and the Grantor agrees not to proceed with the proposed use or activity pending resolution of the ongoing dispute, either party may refer the dispute to mediation by request made in writing to the other. Within ten (10) days of the receipt of such a request, the parties shall agree on a single impartial mediator who shall be either an attorney licensed to practice law in New Hampshire or an experienced land use or land conservation professional having experience with conservation easements and training in mediation. Mediation shall be conducted in Rockingham County, New Hampshire. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.
- C. If the dispute has not been resolved by mediation within sixty (60) days after delivery of the mediation request, or the parties are unable to agree on a mediator within thirty (30) days after delivery of the mediation request, then either party may request that the other party agree to binding arbitration of the dispute. If the parties cannot agree

to engage in arbitration, then either party may commence an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement Deed.

- D. Nothing in this Section 10 shall prevent either party from commencing an action in any court of competent jurisdiction for injunctive relief to prevent imminent irreparable harm or damage to the Easement Property or the party's rights under this Conservation Easement Deed.

## 11. EXECUTORY INTEREST

- A. If Grantee ceases to enforce the Easement conveyed hereby or refuses to enforce it within thirty (30) days after receipt of written notice, delivered in hand or certified mail, return receipt requested, from the Executory Interest Holder, identifying (a) specific breach of conduct; (b) the specific failure on the part of Grantee to enforce; and (c) requesting such enforcement, then said Executory Interest Holder shall have the right to enforce this Easement by undertaking such actions, including restoration, which is reasonably calculated to cure said breach, or to terminate said conduct, and to repair any damage. In such circumstance, the Executory Interest Holder shall then also have the right to request that a Court of competent jurisdiction terminate the interest of the Grantee in the Property by filing an action to quiet title in the appropriate Court. If said Court determines that the Grantee has failed to substantially enforce this Easement, then the rights and obligations under this Easement shall immediately vest in the Executory Interest Holder which shall then assume all rights and obligations granted to the Grantee in this deed.
- B. The rights and obligations held by the Executory Interest Holder are assignable or transferable to any party qualified to become the Grantee's assignee or transferee as specified in Section 5 B. above. Any such assignee or transferee shall have like power of assignment or transfer.

## 12. GENERAL PROVISIONS

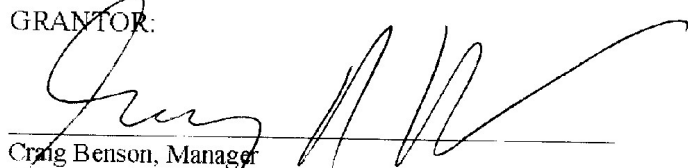
- A. Controlling Law. The interpretation and performance of this Conservation Easement Deed shall be governed by the laws of the State of New Hampshire.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the conservation purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby unless the invalidity of the provision(s) frustrates the purpose of this Deed.

- D. **Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Easement Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- E. **No Merger of Interests.** The Grantor and the Grantee explicitly agree that the provisions set forth in this Easement are intended to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Easement Property by or to the Grantee or any successor or assign of the Grantee shall be deemed to eliminate the provisions set forth hereunder under the doctrine of "merger" or any other legal doctrine.
- F. **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- G. **Authority.** Grantor hereby affirms that it is the sole owner of the property in fee simple and has the right to enter into this Conservation Easement Deed and to grant and convey the Easement. The Easement Property is free and clear of all liens and encumbrances, including but not limited to any mortgage not subordinated to the Easement.
- H. **Future Record Owners of the Land Burdened by this Easement:** The Grantor and all subsequent owners of the land burdened by this Easement acquiring title to said land are hereby placed on notice of this Conservation Easement Deed and shall take title to the land burdened by this Easement subject to the above terms, covenants, conditions, easements, restrictions and servitudes as contained herein as they may be amended from time to time. Further, said subsequent owner(s) of the land burdened by this Easement, by recording their deed, acknowledge and accept the terms, covenants, conditions, easements, restrictions and servitudes as contained herein as they may be amended from time to time and agree to abide by the same.

WHEREBY the Grantee, by accepting and recording this Easement for itself, its successors and assigns, agrees to be bound by, to observe and enforce its provisions, and to assume the rights and responsibilities granted to and incumbent upon the Grantee, all in furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands on this 31 day of August, 2007.

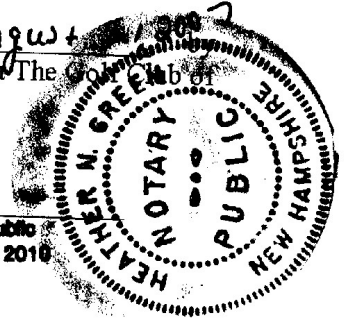
GRANTOR:

  
 Craig Benson, Manager  
 Soft Draw Investments, LLC  
 d/b/a The Golf Club of New England

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on August 31, 2007  
Craig Benson as Manager of Soft Draw Investments, LLC d/b/a The Greenbriar  
 New England.

Heather N. Green  
 Notary Public **HEATHER N. GREEN, Notary Public**  
 My Commission Expires August 3, 2016



## ACCEPTANCE BY GRANTEE

The above Conservation Easement is hereby accepted by the Rockingham County Conservation District, acting by and through its duly authorized representative(s) whose name(s), title(s) and signature(s) are set forth below.

Rockingham County Conservation District

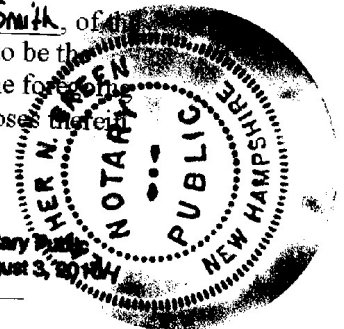
By: Cynthia W. Smith  
 Cynthia W. Smith, Chairman

Dated: Aug. 31, 2007

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this 31 day of August, 2007, before me, personally appeared Cynthia W. Smith of the Rockingham County Conservation District, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged the foregoing instrument on behalf of the Rockingham County Conservation District for the purposes therein contained. Before me,

Heather N. Green  
 Notary Public **HEATHER N. GREEN, Notary Public**  
 My Commission Expires: August 3, 2016





## ACCEPTANCE BY EXECUTORY INTEREST HOLDER

The above Conservation Easement is hereby accepted by the State of New Hampshire Department of Environmental Services acting by and through its duly authorized representative(s) whose name(s), title(s) and signature(s) are set forth below.

State of New Hampshire Department of  
Environmental Services

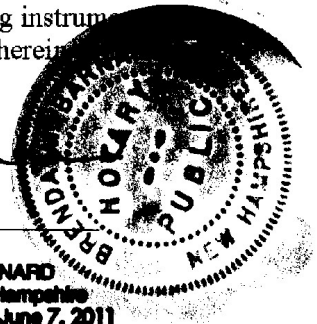
By: Michael J. Walls  
Michael J. Walls, Assistant Commissioner

Dated: Aug. 30, 2007

STATE OF NEW HAMPSHIRE  
COUNTY OF ~~ROCKINGHAM~~ Merrimack

On this 30<sup>th</sup> day of Aug., 2007, before me, personally appeared Michael J. Walls, of the State of New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged the foregoing instrument on behalf of the Department of Environmental Services, for the purposes therein.  
Before me,

Brenda M. Barnard  
Notary Public  
My Commission Expires: \_\_\_\_\_



**BRENDA M. BARNARD**  
Notary Public - New Hampshire  
My Commission Expires June 7, 2011

## APPENDIX A

The "Property" subject to this Easement is that tract of land, with any and all structures and improvements thereon, situated in the Town of Greenland and Town of Stratham, County of Rockingham, State of New Hampshire and identified in the Town of Greenland's tax records as Tax Map R4, Lot 1 and the Town of Stratham's tax records as Tax map 6, Lots 42, 44 and 55 and Tax map 4, Lot 36, consisting of approximately 172.52 acres, more or less, shown on a survey and plat of a proposed conservation easement entitled "Conservation Easement Plan" Sheets 1 through 10, as prepared for the Golf Club of New England and dated July 20, 2007 Rev. 2 dated 8/17/07 prepared by Ames MSC, PO Box 427, Portsmouth NH 03802, recorded in the Rockingham County Registry of Deed as Plan D- 34956 on August 31, 2007 (hereinafter the "CE Plan").

## CONSERVATION EASEMENT AREA ONE

BEGINNING AT A DRILL HOLE AT LAND NOW OR FORMERLY OF PEABODY REVOCABLE TRUST, THENCE PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST N21°22'12"W A DISTANCE OF 115.02 FEET TO A IRON ROD SET; THENCE PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST N31°41'44"W A DISTANCE OF 59.36 FEET TO A BEECH TREE; THENCE PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST N18°37'33"W A DISTANCE OF 46.68 FEET TO A DRILL HOLE SET; THENCE TURNING AND PROCEEDING THROUGH LAND NOW OR FORMERLY OF SOFT DRAW INVESTMENT, LLC ON THE FOLLOWING FOURTEEN COURSES: N 82°49'40" E A DISTANCE OF 112.17 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 86°02'13" E A DISTANCE OF 204.02 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 28°12'37" E A DISTANCE OF 100.93 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 85°46'26" E A DISTANCE OF 42.93 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 29°28'00" E A DISTANCE OF 29.11 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 44°40'14" W A DISTANCE OF 35.03 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 31°22'11" E A DISTANCE OF 45.83 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 17°23'51" W A DISTANCE OF 68.37 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 78°25'52" E A DISTANCE OF 100.31 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 13°21'52" W A DISTANCE OF 196.71 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 33°31'54" E A DISTANCE OF 273.80 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 60°27'38" E A DISTANCE OF 84.78 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 13°20'47" W A DISTANCE OF 47.59 FEET TO A POINT; THENCE TURNING AND PROCEEDING ON A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 106.06 FEET TO A POINT AT LAND NOW OR FORMERLY OF SOFT DRAW INVESTMENT, LLC LAND UNIT 4; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID SOFT DRAW INVESTMENT, LLC LAND UNIT 4 N 37°18'53" W A DISTANCE OF 82.78 FEET TO A POINT; THENCE TURNING AND PROCEEDING ALONG

LAND OF SAID SOFT DRAW INVESTMENT, LLC LAND UNIT 4 AND LAND UNIT 5 N 72°52'57" W A DISTANCE OF 345.45 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LAND OF SAID SOFT DRAW INVESTMENT, LLC N 50°50'51" W A DISTANCE OF 201.97 FEET TO A POINT AT NOW OR FORMERLY OF JOHN M. TINIOS REVOCABLE TRUST LAND UNIT 10; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID JOHN M. TINIOS REVOCABLE TRUST LAND UNIT 10 ON A CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, AN ARC LENGTH OF 181.34 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LAND NOW OR FORMERLY OF SOFT DRAW INVESTMENT, LLC N 56°02'38" W A DISTANCE OF 101.26 FEET TO AN IRON ROD SET IN A STONEWALL AT LAND NOW OR FORMERLY OF HOWARD & JEAN THURSTON; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID HOWARD & JEAN THURSTON ON THE FOLLOWING FOUR COURSES: N 24°54'10" E A DISTANCE OF 39.50 FEET ALONG SAID STONEWALL TO A DRILL HOLE FOUND; THENCE TURNING AND PROCEEDING ALONG SAID STONEWALL N 33°06'30" E A DISTANCE OF 9.48 FEET TO A GRANITE BOUND SET; THENCE TURNING AND PROCEEDING ALONG SAID STONEWALL N 25°28'30" E A DISTANCE OF 63.46 FEET TO A DRILL HOLE FOUND; THENCE TURNING AND PROCEEDING N 25°13'40" E A DISTANCE OF 68.01 FEET TO A DRILL HOLE FOUND IN A STONEWALL AT LAND NOW OR FORMERLY OF JOHN H. FLAGG JR. REVOCABLE TRUST; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID JOHN H. FLAGG JR. REVOCABLE TRUST AND ALONG SAID STONEWALL THE FOLLOWING THREE COURSES; S 47°50'10" E A DISTANCE OF 140.81 FEET TO A DRILL HOLE SET; S 62°31'26" E A DISTANCE OF 11.91 FEET TO A DRILL HOLE SET; N 38°46'59" E A DISTANCE OF 79.09 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LAND NOW OR FORMERLY OF SOFT DRAW INVESTMENT, LLC ON THE FOLLOWING SIXTY TWO COURSES: THENCE TURNING AND PROCEEDING S 37°08'06" E A DISTANCE OF 495.65 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 56°38'46" E A DISTANCE OF 79.38 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 79°57'26" E A DISTANCE OF 125.74 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 86°38'11" E A DISTANCE OF 69.72 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 60°49'54" E A DISTANCE OF 21.99 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 26°35'04" E A DISTANCE OF 31.31 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 10°22'46" E A DISTANCE OF 136.63 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 88°12'30" E A DISTANCE OF 27.30 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 47°29'54" E A DISTANCE OF 69.25 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 33°15'10" W A DISTANCE OF 308.09 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 76°17'54" W A DISTANCE OF 36.80 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 17°55'46" W A DISTANCE OF 55.77 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 87°55'16" E A DISTANCE OF 32.40 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 12°23'40" E A DISTANCE OF 82.57 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 22°08'22" E A DISTANCE OF 249.98 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 89°34'00" E A DISTANCE OF 63.86 FEET TO A POINT; THENCE

TURNING AND PROCEEDING S 58°00'57" E A DISTANCE OF 140.30 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 51°43'32" E A DISTANCE OF 299.11 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 81°36'59" E A DISTANCE OF 327.14 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 64°21'48" E A DISTANCE OF 396.90 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 56°58'54" E A DISTANCE OF 346.97 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 33°51'23" E A DISTANCE OF 187.23 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 62°44'06" E A DISTANCE OF 480.45 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 80°32'20" E A DISTANCE OF 62.03 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 74°28'16" E A DISTANCE OF 32.61 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 15°31'44" W A DISTANCE OF 39.50 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 49°14'32" E A DISTANCE OF 109.46 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 65°13'40" E A DISTANCE OF 725.63 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 56°25'40" E A DISTANCE OF 466.08 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 84°18'44" E A DISTANCE OF 221.18 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 57°02'53" E A DISTANCE OF 213.87 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 20°20'33" E A DISTANCE OF 241.32 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 52°34'53" E A DISTANCE OF 45.79 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 38°25'11" E A DISTANCE OF 46.68 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 23°49'02" E A DISTANCE OF 148.04 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 35°27'06" E A DISTANCE OF 123.27 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 51°09'32" W A DISTANCE OF 12.98 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 77°03'15" W A DISTANCE OF 233.64 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 68°57'48" W A DISTANCE OF 87.46 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING S 83°59'13" W A DISTANCE OF 77.34 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 73°44'55" W A DISTANCE OF 190.82 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 26°27'29" W A DISTANCE OF 97.59 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 46°16'10" W A DISTANCE OF 118.84 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 40°37'15" W A DISTANCE OF 275.47 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 14°55'02" W A DISTANCE OF 167.06 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 60°18'36" W A DISTANCE OF 343.33 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 46°13'06" W A DISTANCE OF 181.77 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 72°30'17" W A DISTANCE OF 438.33 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 48°32'59" W A DISTANCE OF 120.09 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 23°46'51" W A DISTANCE OF 231.72 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 38°14'15" W A DISTANCE OF 181.39 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 50°40'15" W A DISTANCE OF 148.90 FEET TO A POINT; THENCE  
TURNING AND PROCEEDING N 70°25'32" W A DISTANCE OF 36.47 FEET TO A POINT; THENCE

TURNING AND PROCEEDING N 32°39'09" W A DISTANCE OF 45.03 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 06°34'14" W A DISTANCE OF 74.68 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 40°41'01" W A DISTANCE OF 76.07 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 73°14'21" W A DISTANCE OF 36.46 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 44°36'24" W A DISTANCE OF 60.40 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 37°30'14" W A DISTANCE OF 29.48 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 15°37'08" W A DISTANCE OF 158.08 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 32°53'40" W A DISTANCE OF 280.93 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 23°45'02" W A DISTANCE OF 147.32 FEET TO A POINT AT PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE EASEMENT N 81°38'30" E A DISTANCE OF 207.68 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LAND NOW OR FORMERLY OF SOFT DRAW INVESTMENT, LLC ON THE FOLLOWING THIRTY SIX COURSES: S 38°47'56" E A DISTANCE OF 37.24 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 30°33'25" E A DISTANCE OF 364.43 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 27°52'20" E A DISTANCE OF 242.28 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 21°31'51" E A DISTANCE OF 154.20 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 67°06'50" E A DISTANCE OF 89.81 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 52°47'52" E A DISTANCE OF 144.73 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 41°22'27" E A DISTANCE OF 47.66 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 36°38'39" E A DISTANCE OF 407.83 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 80°01'51" E A DISTANCE OF 75.41 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 78°01'02" E A DISTANCE OF 120.75 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 60°34'27" E A DISTANCE OF 377.98 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 40°55'19" E A DISTANCE OF 385.38 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 43°51'00" E A DISTANCE OF 343.20 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 34°38'51" E A DISTANCE OF 28.00 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 24°25'41" E A DISTANCE OF 132.63 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 42°17'18" E A DISTANCE OF 106.99 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 81°49'13" E A DISTANCE OF 178.23 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 73°44'36" E A DISTANCE OF 94.29 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 57°39'10" E A DISTANCE OF 133.80 FEET TO A POINT; THENCE TURNING AND PROCEEDING S 62°10'14" E A DISTANCE OF 193.05 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 43°01'40" E A DISTANCE OF 38.23 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 00°03'42" E A DISTANCE OF 152.30 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 43°15'00" E A DISTANCE OF 133.09 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 45°29'56" E A DISTANCE OF 148.25 FEET TO A POINT; THENCE TURNING AND

PROCEEDING N 04°04'31" W A DISTANCE OF 241.63 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 19°47'36" E A DISTANCE OF 177.81 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 09°13'00" E A DISTANCE OF 282.07 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 10°07'20" E A DISTANCE OF 91.13 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 11°20'16" E A DISTANCE OF 70.18 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 11°55'16" W A DISTANCE OF 203.94 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 29°31'42" E A DISTANCE OF 257.97 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 11°20'16" E A DISTANCE OF 210.26 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 54°14'50" E A DISTANCE OF 370.18 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 49°01'48" E A DISTANCE OF 104.14 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 32°00'06" E A DISTANCE OF 411.63 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 06°28'51" W A DISTANCE OF 280.68 FEET TO A POINT AT PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE EASEMENT N 81°38'30" E A DISTANCE OF 471.73 FEET TO A POINT AT LAND NOW OR FORMERLY OF FIVE SEVENTY EIGHT POST ROAD REVOCABLE TRUST; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID FIVE SEVENTY EIGHT POST ROAD REVOCABLE TRUST THE FOLLOWING EIGHTEEN COURSES; S10°32'48"W A DISTANCE OF 412.20 FEET TO A POINT; S37°16'49"W A DISTANCE OF 234.81 FEET TO A NAIL SET IN AN OLD FENCE POST; S41°51'42"W A DISTANCE OF 60.55 FEET TO A SCRIBE SET IN A STEEL FENCE POST; S35°49'29"W A DISTANCE OF 79.21 FEET TO A NAIL SET IN A FENCE POST; S39°11'37"W A DISTANCE OF 114.93 FEET TO A NAIL SET IN A 12" CEDAR; S27°04'07"W A DISTANCE OF 150.30 FEET TO A NAIL SET IN A 15" CHERRY; S50°12'05"W A DISTANCE OF 46.92 FEET TO A NAIL SET IN A 6" CEDAR; S56°12'15"W A DISTANCE OF 157.32 FEET TO A NAIL SET IN A FENCE POST; S44°57'54"W A DISTANCE OF 108.60 FEET TO A NAIL SET IN AN 18" DECIDUOUS TREE; S44°33'26"W A DISTANCE OF 74.95 FEET TO A STAKE SET; S60°49'13"W A DISTANCE OF 38.75 FEET TO A POINT; S30°36'54"W A DISTANCE OF 174.06 FEET TO AN IRON PIN SET AT A FENCE POST; S24°38'41"W A DISTANCE OF 127.17 FEET TO A POINT; S21°15'39"W A DISTANCE OF 109.28 FEET TO A TACK SET IN A 12" CEDAR; S10°28'29"W A DISTANCE OF 180.58 FEET TO A POINT; S08°34'22"W A DISTANCE OF 65.64 FEET TO A POINT; S09°56'49"W A DISTANCE OF 180.19 FEET TO A TACK SET IN AN 8" CEDAR; THENCE PROCEEDING ACROSS THE WINNICUT RIVER S48°35'10"W A DISTANCE OF 64.80 FEET TO AN IRON PIN SET; THENCE TURNING AND PROCEEDING S68°27'08"E A DISTANCE OF 50.00 FEET TO A POINT IN THE WESTERLY EDGE OF THE WINNICUT RIVER AT LAND NOW OR FORMERLY OF JARIB M. SANDERSON JR.; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID JARIB M. SANDERSON JR., ALONG THE WESTERLY EDGE OF SAID WINNICUT RIVER IN A GENERALLY SOUTHERLY DIRECTION TO A TACK SET IN A 24" DEAD ELM AT THE WESTERLY EDGE OF SAID WINNICUT RIVER (TIE COURSE S27°23'49"W A DISTANCE OF 1,346.36 FEET) AT LAND NOW OR

FORMERLY OF HAMPTON FARMS LLC; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID HAMPTON FARMS LLC S01°59'34"E A DISTANCE OF 883.97 FEET TO A TACK SET IN A 10" HEMLOCK; THENCE PROCEEDING ALONG LAND OF SAID HAMPTON FARMS LLC S03°52'57"E A DISTANCE OF 110.82 FEET TO A TACK SET IN A 16" HEMLOCK; THENCE PROCEEDING ALONG REMAINS OF BARBED WIRE FENCE AND LAND OF SAID HAMPTON FARMS LLC S22°31'27"W A DISTANCE OF 216.71 FEET TO A POINT IN THE TOWN LINE BETWEEN THE TOWN OF GREENLAND AND THE TOWN OF NORTH HAMPTON AT LAND NOW OR FORMERLY OF TOWN OF NORTH HAMPTON CONSERVATION COMMISSION; THENCE TURNING AND PROCEEDING ALONG SAID TOWN LINE AND LAND OF SAID TOWN OF NORTH HAMPTON CONSERVATION COMMISSION N64°38'15"W A DISTANCE OF 59.48 FEET TO A STONE TOWN LINE BOUND; THENCE PROCEEDING ALONG SAID TOWN LINE, LAND OF SAID TOWN OF NORTH HAMPTON CONSERVATION COMMISSION AND LAND NOW OR FORMERLY OF PARK AVENUE DEVELOPMENT CORP. N85°01'57"W A DISTANCE OF 841.81 FEET TO A CONCRETE TOWN LINE BOUND; THENCE PROCEEDING ALONG SAID TOWN LINE AND LAND OF SAID PARK AVENUE DEVELOPMENT CORP. N84°58'35"W A DISTANCE OF 966.14 FEET TO AN IRON ROD SET AT LOT 9; THENCE TURNING AND PROCEEDING ALONG SAID LOT 9 N 01°45'09" W A DISTANCE OF 136.74 FEET TO AN IRON ROD SET AT LOT 8; THENCE TURNING AND PROCEEDING ALONG SAID LOT 8 N 01°45'09" W A DISTANCE OF 247.44 FEET TO AN IRON ROD SET AT LOT 7; THENCE TURNING AND PROCEEDING ALONG SAID LOT 7 THE FOLLOWING THREE COURSES; N 42°29'48" W A DISTANCE OF 1013.74 FEET TO AN IRON ROD SET; N 67°23'32" W A DISTANCE OF 14.65 FEET TO AN IRON ROD SET; S 08°43'26" W A DISTANCE OF 422.18 FEET TO A GRANITE BOUND SET IN THE SIDELINE OF NIBLICK LANE; THENCE PROCEEDING ALONG SAID NIBLICK LANE ON A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET, AN ARC LENGTH OF 20.14 FEET TO A GRANITE BOUND SET AT LOT 6; THENCE TURNING AND PROCEEDING ALONG SAID LOT 6 N 08°43'26" E A DISTANCE OF 425.12 FEET TO AN IRON ROD SET; THENCE TURNING AND PROCEEDING ALONG SAID LOT 6 N 66°40'05" W A DISTANCE OF 142.19 FEET TO AN IRON ROD SET AT LAND NOW OR FORMERLY OF EGP DEVELOPMENT CORPORATION; THENCE TURNING AND PROCEEDING ALONG A STONEWALL AND LAND OF SAID EGP DEVELOPMENT CORPORATION N 18°12'10" W A DISTANCE OF 183.00 FEET TO A DRILL HOLE SET AT LAND NOW OR FORMERLY OF PAUL A. HAMBLETT; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID PAUL A. HAMBLETT N 13°19'13"E A DISTANCE OF 141.95 FEET TO AN IRON PIN SET; THENCE N28°19'26"W A DISTANCE OF 81.00 FEET TO AN IRON PIN SET; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID PAUL A. HAMBLETT N89°19'26"W A DISTANCE OF 296.00 FEET TO A POINT; THENCE PROCEEDING ALONG LAND OF SAID PAUL A. HAMBLETT AND LAND OF PEABODY REVOCABLE TRUST, CROSSING THE TOWN LINE BETWEEN THE TOWN OF GREENLAND AND THE TOWN OF STRATHAM, S80°40'34"W A DISTANCE OF 278.00 FEET TO A POINT IN THE WINNICUT RIVER; THENCE PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST S57°40'34"W A DISTANCE OF 51.00 FEET TO A GRANITE BOUND SET; THENCE PROCEEDING

ALONG LAND OF SAID PEABODY REVOCABLE TRUST S77°40'34"W A DISTANCE OF 72.00 FEET TO A METAL FENCE POST FOUND; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST S11°05'54"W A DISTANCE OF 46.00 FEET TO AN IRON ROD FOUND; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST N72°54'06"W A DISTANCE OF 536.00 FEET TO A DRILL HOLE SET IN THE END OF A STONEWALL; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID PEABODY REVOCABLE TRUST N35°32'17"W A DISTANCE OF 78.36 FEET TO AN IRON ROD FOUND; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID PEABODY REVOCABLE TRUST N07°23'12"W A DISTANCE OF 65.98 FEET TO A DRILL HOLE FOUND IN THE END OF SAID STONEWALL; THENCE PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST N12°42'16"W A DISTANCE OF 101.58 FEET TO A GRANITE BOUND SET; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST IN PART AND ALONG A BARBED WIRE FENCE S69°08'11"W A DISTANCE OF 180.91 FEET TO A GRANITE BOUND SET; THENCE PROCEEDING ALONG LAND OF SAID PEABODY REVOCABLE TRUST IN PART AND ALONG A BARBED WIRE FENCE AND IN PART ALONG A STONEWALL S70°24'13"W A DISTANCE OF 130.59 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,749,664 SQUARE FEET (109.0 ACRES), MORE OR LESS.

#### CONSERVATION EASEMENT AREA TWO

BEGINNING AT A POINT AT LAND NOW OR FORMERLY OF DOYLE REVOCABLE TRUST, THENCE PROCEEDING ALONG LAND OF SAID DOYLE REVOCABLE TRUST N38°32'11"E A DISTANCE OF 256.30 FEET TO A POINT IN A STONEWALL AT LAND NOW OR FORMERLY OF URSULA S. LAWSON; THENCE TURNING AND PROCEEDING ALONG SAID STONEWALL AND LAND OF URSULA S. LAWSON S48°57'33"E A DISTANCE OF 100.00 FEET TO AN IRON ROD FOUND IN A STONEWALL; THENCE TURNING AND PROCEEDING ALONG LAND OF URSULA S. LAWSON N49°48'28"E A DISTANCE OF 406.52 FEET TO AN IRON ROD FOUND; THENCE TURNING AND PROCEEDING ALONG LAND OF URSULA S. LAWSON N36°11'54"W A DISTANCE OF 502.06 FEET TO AN IRON ROD FOUND IN A STONEWALL IN THE SIDELINE OF UNION ROAD IN THE TOWN OF STRATHAM; THENCE TURNING AND PROCEEDING ALONG SAID STONEWALL AND SAID SIDELINE OF UNION ROAD N79°54'14"E A DISTANCE OF 77.95 FEET TO A DRILL HOLE SET AT LAND NOW OR FORMERLY OF KAREN A. RUSTINO; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID KAREN A. RUSTINO S36°11'54"E A DISTANCE OF 297.76 FEET TO A GRANITE BOUND SET; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID KAREN A. RUSTINO N74°02'09"E A DISTANCE OF 195.14 FEET TO AN IRON PIPE FOUND AT LAND NOW OR FORMERLY OF JUDY CORNELL; THENCE PROCEEDING ALONG LAND OF SAID JUDY CORNELL N79°34'07"E A DISTANCE OF 300.32 FEET TO



AN IRON PIPE FOUND AT LAND NOW OR FORMERLY OF JAMES & SHEILA DEVONSHIRE; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID JAMES & SHEILA DEVONSHIRE S48°23'58"E A DISTANCE OF 65.65 FEET TO AN IRON ROD FOUND; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID JAMES & SHEILA DEVONSHIRE AND LAND NOW OR FORMERLY OF CECIL & GERALDINE BATEMAN N79°15'16"E A DISTANCE OF 204.16 FEET TO A GRANITE BOUND SET; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID CECIL & GERALDINE BATEMAN N11°15'44"W A DISTANCE OF 300.00 FEET TO AN IRON PIN FOUND IN THE SIDELINE OF UNION ROAD IN THE TOWN OF STRATHAM; THENCE TURNING AND PROCEEDING ALONG SAID SIDELINE OF UNION ROAD N80°49'49"E A DISTANCE OF 116.61 FEET TO AN IRON PIPE FOUND AT LAND NOW OF FORMERLY OF WILLIAM V. JAMESON; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF WILLIAM V. JAMESON S12°45'19"E A DISTANCE OF 300.00 FEET TO A IRON PIPE FOUND; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF WILLIAM V. JAMESON AND OTHER LAND NOW OR FORMERLY OF WILLIAM V. JAMESON N77°14'41"E A DISTANCE OF 451.10 FEET TO A IRON ROD FOUND AT LAND NOW OR FORMERLY OF ROBERT E. HEALY; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF ROBERT E. HEALY S12°57'52"E A DISTANCE OF 65.00 FEET TO AN IRON ROD FOUND ; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF ROBERT E. HEALY S76°56'52"E A DISTANCE OF 160.30 FEET TO AN IRON ROD FOUND AT LAND NOW OR FORMERLY OF CAPTAIN'S THREE LLC; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF CAPTAIN'S THREE LLC S 58°31'12" E A DISTANCE OF 552.22 FEET TO AN IRON ROD FOUND AT LAND NOW OR FORMERLY OF RANDALL S. SANDERSON; THENCE TURNING AND PROCEEDING ALONG LAND OF SAID RANDALL S. SANDERSON S 58°31'12" E A DISTANCE OF 80.00 FEET TO A GRANITE BOUND SET AT MARITIMES & NORTHEAST PIPELINE EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID MARITIMES & NORTHEAST PIPELINE EASEMENT S 81°38'30" W A DISTANCE OF 2533.93 FEET TO THE POINT OF BEGINNING.

CONTAINING: 988,338 SQUARE FEET (22.69 ACRES), MORE OR LESS.

### CONSERVATION EASEMENT AREA THREE

BEGINNING AT A GRANITE BOUND SET IN THE TOWN LINE BETWEEN THE TOWN OF STRATHAM AND THE TOWN OF GREENLAND AT LAND NOW OR FORMERLY OF RANDALL S. SANDERSON; THENCE PROCEEDING ALONG SAID LAND OF RANDALL S. SANDERSON AND SAID TOWN LINE N37°07'02"E A DISTANCE OF 130.48 FEET TO AN IRON ROD FOUND AT LAND NOW OR FORMERLY OF KIMBERLY A. BUXTON; THENCE TURNING AND PROCEEDING THROUGH LAND NOW OR FORMERLY OF SOFT DRAW INVESTMENT, LLC ON THE FOLLOWING FOUR COURSES: S 76°11'42" E A DISTANCE OF 78.32 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 72°28'27" E A DISTANCE OF 95.12 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 08°30'27" W A DISTANCE OF 74.42 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 54°41'41" W A

DISTANCE OF 73.04 FEET TO A POINT AT LAND OF SAID KIMBERLY A. BUXTON AND SAID TOWN LINE; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF SAID KIMBERLY A. BUXTON AND SAID TOWN LINE N37°31'20"E A DISTANCE OF 282.17 FEET TO AN IRON ROD FOUND; THENCE TURNING AND PROCEEDING ALONG SAID LAND OF KIMBERLY A. BUXTON AND LAND NOW OR FORMERLY CAPTAIN'S THREE LLC N41°31'03"W A DISTANCE OF 630.72 FEET TO AN IRON ROD FOUND IN A STONEWALL IN THE SOUTHERLY SIDELINE OF UNION ROAD IN THE TOWN OF STRATHAM, THENCE PROCEEDING ALONG SAID STONEWALL AND SAID SOUTHERLY SIDELINE OF UNION ROAD N72°53'42"E A DISTANCE OF 88.99 FEET TO AN IRON ROD SET; THENCE PROCEEDING ALONG SAID STONEWALL AND SAID SOUTHERLY SIDELINE OF UNION ROAD N69°11'50"E A DISTANCE OF 200.49 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND SAID SOUTHERLY SIDELINE OF UNION ROAD N69°21'56"E A DISTANCE OF 218.68 FEET TO A DRILL HOLE FOUND IN THE CORNER OF SAID STONEWALL AT LAND NOW OR FORMERLY OF TERRY PHAIR; THENCE TURNING AND PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S38°49'01"E A DISTANCE OF 176.36 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S38°34'44"E A DISTANCE OF 180.88 FEET TO A TOWN LINE BOUND FOUND IN THE TOWN LINE BETWEEN SAID STRATHAM AND GREENLAND; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S40°41'07"E A DISTANCE OF 159.32 FEET TO A GRANITE BOUND SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S36°34'09"E A DISTANCE OF 156.84 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S38°32'12"E A DISTANCE OF 44.72 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S41°24'37"E A DISTANCE OF 125.63 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S39°07'57"E A DISTANCE OF 105.82 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S39°47'10"E A DISTANCE OF 157.46 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR S37°47'16"E A DISTANCE OF 90.97 FEET TO A POINT AT MARITIMES & NORTHEAST PIPELINE EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID MARITIMES & NORTHEAST PIPELINE EASEMENT S 81°38'30" W A DISTANCE OF 1173.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 638,716 SQUARE FEET (14.66 ACRES), MORE OR LESS.

#### CONSERVATION EASEMENT AREA FOUR

BEGINNING AT A POINT AT LAND NOW OR FORMERLY OF TERRY PHAIR, THENCE PROCEEDING ALONG A STONEWALL AND LAND OF SAID TERRY PHAIR N32°16'35"E A DISTANCE OF 2.71 FEET

TO A NAIL SET IN A 20" OAK AT THE END OF SAID STONEWALL; THENCE PROCEEDING ALONG SAID LAND OF TERRY PHAIR N35°14'06"E A DISTANCE OF 83.20 FEET TO A DRILL HOLE SET IN THE END OF A STONEWALL; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID TERRY PHAIR N32°41'16"E A DISTANCE OF 187.98 FEET TO A DRILL HOLE SET IN THE END OF SAID STONEWALL AT LAND NOW OR FORMERLY OF PATRICIA JOHNSON REVOCABLE TRUST; THENCE PROCEEDING ALONG LAND OF SAID PATRICIA JOHNSON REVOCABLE TRUST N52°38'28"E A DISTANCE OF 112.33 FEET TO A NAIL SET IN A FENCE POST; THENCE PROCEEDING ALONG LAND OF SAID PATRICIA JOHNSON REVOCABLE TRUST N52°14'44"E A DISTANCE OF 17.56 TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LOT 14 S 53°05'33" E A DISTANCE OF 193.26 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 81°38'51" E A DISTANCE OF 238.60 FEET TO A POINT AT LOT 13; THENCE TURNING AND PROCEEDING ALONG SAID LOT 13 N 13°24'23" E A DISTANCE OF 111.81 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 13 S 76°35'37" E A DISTANCE OF 165.41 FEET TO A POINT; THENCE TURNING AND PROCEEDING N 34°45'52" E A DISTANCE OF 192.85 FEET TO A POINT AT LOT 9; THENCE TURNING AND PROCEEDING ALONG SAID LOT 9 N 49°09'02" W A DISTANCE OF 130.37 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LOT 9 N 35°18'09" E A DISTANCE OF 187.74 FEET TO A POINT AT LOT 7; THENCE PROCEEDING THROUGH LOT 7 N 35°18'09" E A DISTANCE OF 278.11 FEET TO A POINT AT A DRAINAGE EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID DRAINAGE EASEMENT S 70°27'43" E A DISTANCE OF 100.98 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LOT 7 N 85°03'41" E A DISTANCE OF 30.17 FEET TO A POINT AT LOT 6; THENCE TURNING AND PROCEEDING THROUGH LOT 6 N 19°24'25" E A DISTANCE OF 135.66 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 6 AND LOT 5 N 22°59'13" W A DISTANCE OF 137.46 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LOT 5 N 25°14'30" E A DISTANCE OF 283.99 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 5 AND LOT 4 N 33°58'32" W A DISTANCE OF 223.43 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 4 ON THE FOLLOWING FIVE COURSES: S 65°33'17" W A DISTANCE OF 123.61 FEET; S 80°33'41" W A DISTANCE OF 67.20 FEET TO A POINT; N 89°05'50" W A DISTANCE OF 26.03 FEET TO A POINT; N 61°50'38" W A DISTANCE OF 48.24 FEET TO A POINT; N 42°09'05" W A DISTANCE OF 132.08 FEET TO A POINT AT LOT 3; THENCE TURNING AND PROCEEDING THROUGH LOT 3 N 08°47'38" E A DISTANCE OF 160.27 FEET TO A POINT AT NH ELECTRIC CO. EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID NH ELECTRIC CO. EASEMENT S 57°40'20" E A DISTANCE OF 889.84 FEET TO A POINT AT LAND NOW OR FORMERLY OF ROSAMUND HUGHES; THENCE TURNING AND PROCEEDING ALONG A WIRE FENCE AND LAND OF SAID ROSAMUND HUGHES S05°47'30"W A DISTANCE OF 107.77 FEET TO A NAIL SET IN A 14" OAK; THENCE PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S05°40'06"E A DISTANCE OF 62.94 FEET TO A T-BAR FOUND; THENCE PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S12°03'42"E A DISTANCE OF 80.99 FEET TO A NAIL SET IN A 30" DEAD MAPLE; THENCE

PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S13°39'06"E A DISTANCE OF 92.60 FEET TO AN IRON PIN FOUND; THENCE PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S10°32'33"E A DISTANCE OF 77.21 FEET TO A NAIL SET IN A 4" CEDAR; THENCE PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S18°46'03"E A DISTANCE OF 58.86 FEET TO A NAIL SET IN A 36" PINE; THENCE PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S13°54'50"E A DISTANCE OF 61.42 FEET TO A NAIL SET IN A 28" OAK; THENCE PROCEEDING ALONG LAND OF SAID ROSAMUND HUGHES S12°00'15"E A DISTANCE OF 59.06 FEET TO A NAIL SET IN A FENCE POST AT LAND NOW OR FORMERLY OF FIVE SEVENTY EIGHT POST ROAD REVOCABLE TRUST; THENCE PROCEEDING ALONG LAND OF SAID FIVE SEVENTY EIGHT POST ROAD REVOCABLE TRUST THE FOLLOWING EIGHT COURSES: S15°39'26"E A DISTANCE OF 40.80 FEET TO A T-BAR FOUND; S38°37'44"W A DISTANCE OF 73.15 FEET TO A NAIL SET IN A FENCE POST; S42°10'16"W A DISTANCE OF 45.51 FEET TO A NAIL SET IN A 4" CEDAR; S27°53'22"W A DISTANCE OF 95.88 FEET TO A NAIL SET IN A 6" TWIN CEDAR; S28°04'42"W A DISTANCE OF 46.25 FEET TO A NAIL SET IN A 8" HEMLOCK; S25°55'43"W A DISTANCE OF 43.29 FEET TO A NAIL SET IN A 10" SPRUCE; S28°23'00"W A DISTANCE OF 110.19 FEET TO A NAIL SET IN A 36" TWIN PINE; S27°02'34"W A DISTANCE OF 144.28 FEET TO A POINT AT MARITIMES & NORTHEAST PIPELINE EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID MARITIMES & NORTHEAST PIPELINE EASEMENT S 81°38'30" W A DISTANCE OF 1506.89 FEET TO THE POINT OF BEGINNING.

CONTAINING: 937,398 SQUARE FEET (21.52 ACRES), MORE OR LESS.

#### CONSERVATION EASEMENT AREA FIVE

BEGINNING AT A POINT AT LAND NOW OR FORMERLY OF ANNE B. & ROBERT MICHAEL HUSSEY, THENCE PROCEEDING ALONG A STONEWALL AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S39°08'09"E A DISTANCE OF 30.66 FEET TO A DRILL HOLE SET; THENCE PROCEEDING ALONG SAID STONEWALL AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S38°43'19"E A DISTANCE OF 42.51 FEET TO A DRILL HOLE SET IN THE END OF SAID STONEWALL; THENCE PROCEEDING ALONG A WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S39°25'41"E A DISTANCE OF 66.36 FEET TO A NAIL SET IN A 34" BEECH; THENCE PROCEEDING ALONG SAID WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S39°18'24"E A DISTANCE OF 189.24 FEET TO A NAIL SET IN A FENCE POST; THENCE PROCEEDING ALONG SAID WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S41°03'41"E A DISTANCE OF 58.04 FEET TO A NAIL SET IN A FENCE POST; THENCE PROCEEDING ALONG SAID WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S40°52'43"E A DISTANCE OF 133.62 FEET TO A TACK SET IN A FENCE POST; THENCE PROCEEDING ALONG SAID WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S40°38'33"E A DISTANCE OF 131.53 FEET TO A TACK

SET IN A FENCE POST; THENCE PROCEEDING ALONG SAID WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY S40°07'17"E A DISTANCE OF 63.62 FEET TO A NAIL SET IN A 42" OAK; THENCE CONTINUING ALONG SAID WIRE FENCE AND LAND OF SAID ANNE B. & ROBERT MICHAEL HUSSEY TO THE WESTERLY EDGE OF THE WINNICUT RIVER TO LAND NOW OR FORMERLY OF PISCATAQUA FISH & GAME CLUB, THENCE CONTINUING IN A GENERALLY SOUTHERLY DIRECTION ALONG LAND OF SAID PISCATAQUA FISH & GAME CLUB AND SAID WESTERLY EDGE OF SAID WINNICUT RIVER AND CROSSING SAID WINNICUT RIVER TO A NAIL SET IN AN 18" MAPLE IN THE EASTERLY EDGE OF SAID WINNICUT RIVER TO LAND NOW OR FORMERLY OF ROSAMUND HUGHES (THE TIE COURSE BETWEEN SAID 42" OAK AND SAID 18" MAPLE BEING S14°01'13"E A DISTANCE OF 178.45 FEET); THENCE PROCEEDING ALONG A WIRE FENCE AND LAND OF SAID ROSAMUND HUGHES S11°17'46"W A DISTANCE OF 40.39 FEET TO A POINT AT A NH ELECTRIC CO. EASEMENT; THENCE TURNING AND PROCEEDING ALONG SAID NH ELECTRIC CO. EASEMENT N 57°33'35" W A DISTANCE OF 1033.23 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH LOT 3 N 30°48'41" E A DISTANCE OF 26.47 FEET TO A POINT AT LOT 2; THENCE TURNING AND PROCEEDING ALONG SAID LOT 2 S 57°40'20" E A DISTANCE OF 202.18 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 2 N 33°38'12" E A DISTANCE OF 155.27 FEET TO A POINT; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 2 N 10°45'25" E A DISTANCE OF 38.96 FEET TO A POINT AT LOT 1; THENCE TURNING AND PROCEEDING THROUGH SAID LOT 1 N 38°29'38" E A DISTANCE OF 158.71 FEET TO THE POINT OF BEGINNING.

CONTAINING: 202,528 SQUARE FEET (4.65 ACRES), MORE OR LESS.

## APPENDIX B

## INSTALLATION PROCEDURES

Existing bridges and their approaches would be expanded to increase pedestrian and small vehicular access by constructing an additional, identical 12' wide bridge adjacent to the existing bridge. The existing bridges would be used as staging platforms from which to work on the new structures. As construction of the new bridges progresses, the constructed portions of the new bridges would also serve as a platform to work from while completing the structure. Impact in the wetland areas would be minimal, consisting of only the 2' x 2' pilings used to support the new structure. It would not be necessary to use coffer dams or to otherwise halt the flow of water in the existing perennial stream for this project to be completed. Also, the newly constructed bridges would remain permanently in place, thereby avoiding any impact that would otherwise result from their removal.